

Form 210A (10/06)

**United States Bankruptcy Court  
Southern District Of New York**

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (SCC)  
(Jointly Administered)

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Deutsche Bank AG, London Branch

Name of Transferor

Värde Credit Partners Master, L.P.

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch  
Winchester House, 1 Great Winchester Street  
London EC2N 2DB  
Tel: +44 20 7547 2400  
Fax: +44 113 336 2010  
Attention: Michael Sutton  
E-mail: Michael.sutton@db.com

Court Claim # and Date Claim Filed:

- (i) 50312 – October 28, 2009
- (ii) 55160 – October 29, 2009
- (iii) 56112 – October 29, 2009

Amount of Claim (transferred):

- (i) EUR 690,000.00 in principal amount of ISIN XS0166737659 (plus all interest, costs and fees relating to this claim)
- (ii) USD 2,610,000.00 in principal amount of ISIN XS0368699681 (plus all interest, costs and fees relating to this claim)
- (iii) EUR 545,000.00 in principal amount of ISIN XS0200284247 (plus all interest, costs and fees relating to this claim)

Tel: N/A

Last Four Digits of Acct. #: N/A

Last Four Digits of Acct. #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 

Date: 27 APRIL 2016

Transferee/Transferee's Agent

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

***PROGRAM SECURITY***

**AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM**  
**LEHMAN PROGRAM SECURITY**

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Värde Credit Partners Master, L.P. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Deutsche Bank AG, London Branch (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts specified in Schedule 1 hereto, in Seller's right, title and interest in and to the Proof of Claim Numbers set forth on Schedule 1 filed by or on behalf of Seller or any of Seller's predecessors-in-title (copies of which are attached at Schedule 4 hereto) (the "Proofs of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such securities, the "Purchased Securities") relating to the Purchased Portion and specified in Schedule 1 attached hereto. For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims, Purchased Securities or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proofs of Claim include the Purchased Portion specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) the Transferred Claims are Class 5 claims against the Debtor in the Proceedings; (h) on or around the dates set forth on Schedule 2, Seller received the distributions in the amounts set forth on Schedule 2 relating to the Transferred Claims; (i) on or about the dates set forth on Schedule 3, Seller received the distributions in the amounts set forth on Schedule 3 made by Lehman Brothers Treasury Co. B.V., with respect to the securities relating to the Transferred Claims; and (j) other than the distributions set out in Schedule 2 and Schedule 3, Seller has not received any other distributions in respect of the Transferred Claims or the Purchased Securities.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of

Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Seller Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller on or after May 7, 2015 in respect of the Transferred Claims or the Purchased Securities to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

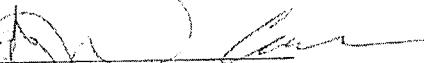
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 27<sup>th</sup> day of April 2016.

**VÄRDE CREDIT PARTNERS MASTER, L.P.**  
By Värde Credit Partners G.P., LLC, Its General Partner  
By Värde Partners, L.P., Its Managing Member  
By Värde Partners, Inc., Its General Partner

By:   
Name: **Matt Mach**  
Title: **Managing Director**

Address:  
901 Marquette Ave S, Suite 3300  
Minneapolis, MN 55402  
Attn: Edwina Steffer  
Email: esteffe@varde.com

**DEUTSCHE BANK AG, LONDON BRANCH**

By:   
Name:  
Title:

Winchester House  
1, Great Winchester Street  
London EC2N 2DB  
ENGLAND  
Attn: Michael Sutton

Schedule 1

Transferred Claims

Lehman Programs Securities and Purchased Portion to which Transfer Relates

ISIN / CUSIP	Issuer	Guarantor	Principal L	ISIN	USD Allowed
			Notional Amount	CCY	POC #
XS0166737659	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	690,000.00	EUR	50312 988,131.47
XS0368699681	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	2,610,000.00	USD	55160 2,611,957.50
XS0200284247	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	545,000.00	EUR	56112 796,105.40

Schedule 1-1

DB Ref: [ ]

Schedule 2

LBHI DISTRIBUTIONS

<u>ISIN / CUSIP</u>	<u>POC #</u>	<u>USD Allowed</u>	<u>Amount</u>	<u>17-Apr-12</u>	<u>1-Oct-12</u>	<u>4-Apr-13</u>	<u>3-Oct-13</u>	<u>3-Apr-14</u>	<u>2-Oct-14</u>	<u>2-Apr-15</u>	<u>2-Oct-15</u>	<u>31-Mar-16</u>
XSC166737659	50312	988,131.47	-	-	-	36,040.28	39,148.14	29,380.65	20,050.54	15,292.92	4,245.81	
XSC36899681	55160	2,611,957.50	-	-	-	-	103,481.47	77,662.76	53,000.19	40,424.24	11,217.80	
XSC200284247	56112	796,105.40	-	-	-	29,036.48	31,540.39	23,671.03	16,154.06	12,321.01	3,419.10	

Schedule 1-1

DB Ref: 11

Schedule 2

LBT DISTRIBUTIONS

<u>ISIN</u>	<u>ISIN</u> <u>CCY</u>	<u>Principal / Notional Amount</u>	<u>3-May-13</u>	<u>28-Oct-13</u>	<u>28-Apr-14</u>	<u>27-Oct-14</u>	<u>28-Aug-15</u>	<u>29-Oct-15</u>
X50166737659	EUR	690,000.00	-	33,497.08	36,002.70	29,765.69	23,846.71	17,350.76
X50368999681	USD	2,610,000.00	-	-	-	106,804.31	71,914.85	55,311.00
X50200284247	EUR	545,000.00	65,396.45	25,619.69	27,536.08	22,765.81	18,238.77	13,270.45

Schedule 4

Proofs of Claim

Lohman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

# LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000050312



**Note:** This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

**Banca Profilo S.p.A. [ON ITS OWN ACCOUNT]**

**Corso Italia, 49**

**20122 - Milan**

**Italy**

Telephone number: +39 02 584 081 Email Address: [societarioelegale@banaprofilo.it](mailto:societarioelegale@banaprofilo.it)

Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. **SEE EXHIBIT 1**

**Amount of Claim: \$ 2,554,743.00 (Required)**

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN): SEE EXHIBIT 2 (Required)**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and/or other depository blocking reference number:**

**SEE EXHIBIT 3 (Required)**

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

**SEE EXHIBIT 4 (Required)**

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

**FOR COURT USE ONLY**

Date:  
**22-Oct-2009**

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. **Mr. Matteo Arpe - Chairman - SEE EXHIBIT 5**

*Matteo Arpe*  
**OCT 28 2009**

**Penalty for presenting fraudulent claim:** Fine of up to \$500,000 or imprisonment for up to 5 years, or both. **18 U.S.C. §§ 152 and 3571**

EPIQ BANKRUPTCY SOLUTIONS, LLC  
80-40399T27

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
**c/o Epiq Bankruptcy Solutions, LLC**  
**FDR Station, PO Box 5076**  
**New York, NY 10150-5076**

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

*Duration of term of office:* UNTIL APPROVAL OF THE FINANCIAL STATEMENTS as at 31 December 2011

BANCA PROFLO S.p.A. (On its own account)

**EXHIBIT 1 to the Proof of Claim - Claim amounts for each Lehman Programs Security to which the Proof of Claim relates and as evidenced in the highlighted column**

Exchange Rate EURUSD as of 15 September  
2008 as published on the official website of the  
Federal Reserve: 1.4176

BANCA PROFILO S.p.A. (On its own account)

EXHIBIT 2 to the Proof of Claim - ISINs of the  
Lehman Programs Securities to which the Proof of  
Claim relates

ISIN
XSO161241681
XSO166737659
XSO183944643
XSO189741001
XSO189741001
XSO252835110
XSO254171191

AS

BANCA PROFILIO S.p.A. (On its own account)

EXHIBIT 3 to the Proof of Claim - Blocking Numbers  
of the Lehman Programs Securities to which the  
Proof of Claim relates and as evidenced in the  
highlighted column

ISIN	Depository	Account Number	Blocking Number
XS0161241681	EUROCLEAR	10029	6040206
XS0166737659	EUROCLEAR	10029	6040207
XS0183944643	EUROCLEAR	10029	6040208
XS0189741001	EUROCLEAR	10029	6040209
XS0189741001	EUROCLEAR	10029	6042468
XS0252835110	EUROCLEAR	10029	6040210
XS0254171191	EUROCLEAR	10029	6040211

WA

BANCA PROFILO S.p.A. (On its own account)

EXHIBIT 4 to the Proof of Claim - Account  
Numbers related to the Lehman Programs  
Securities to which the Proof of Claim relates  
and as evidenced in the highlighted column

ISIN	Depository	Account Number
XS0161241681	EUROCLEAR	10029
XS0166737659	EUROCLEAR	10029
XS01833944643	EUROCLEAR	10029
XS0189741001	EUROCLEAR	10029
XS0189741001	EUROCLEAR	10029
XS0262835110	EUROCLEAR	10029
XS0254171191	EUROCLEAR	10029

WD

**BANCA PROFILO S.p.A. (On its own account)**

**EXHIBIT 5 to the Proof of Claim - Powers of Mr. Matteo Arpe**

<b>Chairman of the Board of Directors and Director</b>	<b>ARPE MATTEO</b>
	Legal representative of the Company
Place and date of birth	Milan (MI) - Italy, on 3 November 1964
Fiscal code	RPAMTT64S03P205A
Domicile	Corso Italia, 49 - 20122 - Milan (MI) - Italy

*Offices and powers:* 1). **CHAIRMAN OF THE BOARD OF DIRECTORS** appointed by way of deed dated 8 June 2009

*Registration of the deed of appointment at the Chamber of Commerce:* 29 June 2009

*Duration of term of office:* UNTIL APPROVAL OF THE FINANCIAL STATEMENTS as at 31 December 2011

*Date on which the deed of appointment was submitted to the Chamber of Commerce:* 26 June 2009

*Powers:*

BY WAY OF THE MINUTES OF THE BOARD OF DIRECTORS DATED 11 JUNE 2009 THE CHAIRMAN OF THE BOARD OF DIRECTORS, MATTEO ARPE, WHO IS ENTITLED TO ACT AS LEGAL REPRESENTATIVE AND AUTHORISED SIGNATORY OF THE COMPANY AS PER THE PROVISIONS OF THE BY-LAWS, HAS BEEN GRANTED I) A POWER OF ATTORNEY CONCERNING THE DETERMINATION OF THE STRATEGIC DIRECTION OF THE GROUP AND (II) THE FOLLOWING SIGNATORY POWERS:

1. SIGNING CORRESPONDENCE NOT IMPLYING ANY ASSUMPTION OF RISK IN RELATION TO THE ORDINARY EXECUTION OF THE COMPANY'S AFFAIRS: SIGNING THE COVER LETTERS FOR BILLS, BANK CHEQUES AND BANK DRAFTS, VALUABLES IN GENERAL, BANK STATEMENTS AND DOCUMENTS OF ANY NATURE;
2. REPRESENTING THE COMPANY AS PRINCIPAL IN THE SHAREHOLDERS AND BONDHOLDERS' MEETINGS BY EXERCISING ALL THE RELEVANT RIGHTS IN ORDER TO EXECUTE THE INSTRUCTIONS ISSUED BY THE MANAGEMENT BODIES OR LEGAL REPRESENTATIVES OF THE COMPANY AS PRINCIPAL;
3. REPRESENTING THE BANK BEFORE THE PUBLIC ADMINISTRATION AND ANY STATE, SEMI-PUBLIC, REGIONAL, PROVINCIAL AND MUNICIPAL OFFICE, AND BEFORE ANY AUTHORITY, INCLUDING ALSO SUPERVISORY AUTHORITIES AND CIVIL AND ADMINISTRATIVE ORGANISATIONS, POST OFFICES AS WELL AS TELEGRAPHIC AND TELEPHONE OFFICES AND EMPLOYMENT OFFICES.
4. SIGNING ACTS AND ARRANGEMENTS IMPLYING AN UNDERTAKING BY THE COMPANY, SETTLING ACCOUNTS AND INVOICES PURSUANT TO THE INSTRUCTIONS OF THE COMPANY AND THE DECISIONS OF THE COMPETENT BODIES OF THE COMPANY.

**2). DIRECTOR** appointed by way of deed dated 8 June 2009

*Registration of the deed of appointment at the Chamber of Commerce:* 29 June 2009



**Camera di Commercio Industria  
Artigianato e Agricoltura di MILANO**

## **Visura ordinaria societa' di capitale**

**"BANCA PROFILO SPA" O IN FORMA  
ABBREVIATA "PROFILO BANK SPA"**

**Forma giuridica: SOCIETA' PER AZIONI**

**Sede legale: MILANO (MI) CORSO ITALIA 49 cap 20122**

**Codice fiscale: 09108700155**

**Numero REA: MI - 1272549**

RICEVUTE E DISCARICHI;

4. RILASCIARE RICEVUTA DEI DEPOSITI DI SOMME EFFETTUATI DA CLIENTI ANCHE A MEZZO ASSEGNI BANCARI O CIRCOLARI;
5. DEPOSITARE, IN NOME E PER CONTO DELLA BANCA, PRESSO AZIENDE DI CREDITO NAZIONALI ED ESTERE ED ORGANISMI DI COMPENSAZIONE NAZIONALI ED INTERNAZIONALI, A CUSTODIA ED IN AMMINISTRAZIONE, TITOLI PUBBLICI E PRIVATI E VALORI IN GENERE; DEPOSITARE TITOLI PRIVATI AI FINI DELL'INTERVENTO NELLE ASSEMBLEE NEI LIMITI DEGLI AFFIDAMENTI PREVISTI;
6. CONTROFIRMARE PER ACCETTAZIONE I CONTRATTI CON LA CLIENTELA DI DEPOSITO TITOLI A CUSTODIA E AMMINISTRAZIONE, CONTI CORRENTI E SERVIZIO DI INVESTIMENTO IN GENERE;
7. PROVVEDERE A QUANTO RICHIESTO DALLE VIGENTI DISPOSIZIONI IN MATERIA DI LAVORO, PARTICOLARMENTE PER QUANTO RIGUARDA ASSUNZIONI, ASSICURAZIONI, PREVIDENZA, INDENNITA' E TASSE PER TUTTO IL PERSONALE DIPENDENTE, SOTTOSCRIVENDO ATTESTAZIONI, CERTIFICAZIONI, ISTANZE, RICORSI, VERBALI, TRANSAZIONI, DEFINIRE, ANCHE TRANSIGENDO, LA LIQUIDAZIONE DI DANNI E SINISTRI CON FACOLTA' DI INCASSARE INDENNIZZI E RIMBORSI, RILASCIANDO RICEVUTE O QUIETANZE;
8. AUTORIZZARE SINGOLI BONIFICI PER UN IMPORTO MASSIMO DI EURO 15 MILIONI. CON FIRMA ABBINATA CON IL DIRETTORE GENERALE E/O CON UN DIRIGENTE MUNITO DEI NECESSARI POTERI:
  1. EFFETTUARE OPERAZIONI A DEBITO ED A CREDITO SU CONTI CORRENTI E SU DEPOSITI TITOLI DELLA BANCA PRESSO AZIENDE DI CREDITO ED UFFICI POSTALI, DELL'IMPORTO MASSIMO DI EURO 500.000,00; PAGARE PREMI SU CONTRATTI DERIVATI PER UN LIMITE MASSIMO DI EURO 500.000,00;
  2. LIQUIDARE CONTI, FATTURE, NOTE SPESE, CANONI, PAGARNE IL PREZZO OD ESIGERLO, CONCORDARE CONDIZIONI E TERMINI DI PAGAMENTO, IL TUTTO PER OPERAZIONI DI IMPORTO NON SUPERIORE AD EURO 500.000,00;
  3. AI FINI DELL'ATTIVITA' DI TESORERIA DELLA BANCA, EFFETTUARE GIROCONTI NEI LIMITI DEGLI AFFIDAMENTI PREVISTI, SUI CONTI CORRENTI DI CORRISPONDENZA E DEPOSITO TITOLI PRESSO AZIENDE DI CREDITO NAZIONALI ED ESTERE ED ORGANISMI NAZIONALI ED INTERNAZIONALI ANCHE MEDIANTE L'EMISSIONE DI ASSEGNI BANCARI, CIRCOLARI E BONIFICI; DEPOSITARE A GARANZIA, IN NOME E PER CONTO DELLA BANCA, PRESSO AZIENDE DI CREDITO NAZIONALI ED ESTERE, ISTITUTI FINANZIARI ED ORGANISMI DI COMPENSAZIONE NAZIONALI ED INTERNAZIONALI, NEI LIMITI DEGLI AFFIDAMENTI PREVISTI, TITOLI PUBBLICI E PRIVATI E VALORI IN GENERE;
  4. SOTTOSCRIVERE I CONTI LIQUIDAZIONE MENSILI ED I RENDICONTI O SITUAZIONI PERIODICHE DA INVIERE ALLA CLIENTELA;
  5. APPORRE LA GIRATA SUI TITOLI;
  6. DARE DISPOSIZIONI PER L'ESECUZIONE DI OPERAZIONI IN TITOLI E VALUTE NELL'AMBITO DELLE DIRETTIVE SOCIETARIE: ACQUISTARE, PERMUTARE, SOTTOSCRIVERE E VENDERE AZIONI, QUOTE, OBBLIGAZIONI, TITOLI E VALORI MOBILIARI IN GENERE, SIA ITALIANI CHE ESTERI, COMPIENDO TUTTE LE OPERAZIONI RELATIVE.

PRESIDENTE  
CONSIGLIO  
AMMINISTRAZIONE  
CONSIGLIERE

ARPE MATTEO

Rappresentante dell'impresa

Nato a MILANO (MI) il 03/11/1964

Codice fiscale: RPAMTT64S03F205A

Domicilio: MILANO (MI) CORSO ITALIA 49 cap 20122

*Cariche e poteri* **PRESIDENTE CONSIGLIO AMMINISTRAZIONE** nominato con atto del 08/06/2009

Data iscrizione: 29/06/2009

Durata in carica: FINO APPROVAZIONE DEL BILANCIO al 31/12/2011

Data presentazione carica: 26/06/2009

Poteri

CON VERBALE DI CONSIGLIO DI AMMINISTRAZIONE IN DATA 11 GIUGNO 2009 SONO STATI CONFERITI AL PRESIDENTE DEL CONSIGLIO DI AMMINISTRAZIONE, MATTEO ARPE, CUI SPETTANO PER STATUTO LA RAPPRESENTANZA LEGALE DELLA SOCIETA' E LA FIRMA SOCIALE, I) DELEGA SUGLI INDIRIZZI STRATEGICI DEL GRUPPO E II) I SEGUENTI POTERI DI FIRMA SINGOLA:

1. FIRMARE LA CORRISPONDENZA NON COMPORTANTE ASSUNZIONE DI RISCHIO CONCERNENTE IL NORMALE SVOLGIMENTO DEGLI AFFARI SOCIALI: FIRMARE LETTERE ACCOMPAGNATORIE DI EFFETTI, ASSEGNI BANCARI E CIRCOLARI, DI VALORE IN GENERE, DI ESTRATTI CONTO E DI DOCUMENTI DI QUALSIASI NATURA;
2. RAPPRESENTARE LA SOCIETA' MANDANTE IN ASSEMBLEA DI AZIONISTI E OBBLIGAZIONISTI, ESERCITANDO TUTTI I RELATIVI DIRITTI IN ESECUZIONE DELLE INDICAZIONI ESPRESSE DAGLI ORGANI COLLEGIALI DI AMMINISTRAZIONE O DEI LEGALI RAPPRESENTANTI DELLA MANDANTE;
3. RAPPRESENTARE LA BANCA PRESSO LA PUBBLICA AMMINISTRAZIONE E PRESSO QUALUNQUE UFFICIO STATALE, PARASTATALE, REGIONALE, PROVINCIALE E COMUNALE, AUTORITA', ANCHE DI VIGILANZA ED ENTI CIVILI ED AMMINISTRATIVI, UFFICI POSTALI, TELEGRAFICI E TELEFONICI ED UFFICI DI COLLOCAMENTO;
4. NELL'AMBITO DELLE DIRETTIVE SOCIETARIE E NEL RISPETTO DELLE DECISIONI DEL COMPETENTE ORGANO SOCIALE, FIRMARE ATTI ED ACCORDI CHE IMPEGNA LA SOCIETA', LIQUIDARE CONTI E FATTURE

**CONSIGLIERE** nominato con atto del 08/06/2009

Data iscrizione: 29/06/2009

Durata in carica: FINO APPROVAZIONE DEL BILANCIO al 31/12/2011

**CONSIGLIERE  
VICE PRESIDENTE  
CONSIGLIO  
AMMINISTRAZIONE**

**SPAVENTA LUIGI**

Nato a ROMA (RM) il 05/03/1934

Codice fiscale: SPVLGU34C05H501C

Domicilio: MILANO (MI) CORSO ITALIA 49 cap 20122

*Cariche e poteri*

**CONSIGLIERE** nominato con atto del 08/06/2009

Data iscrizione: 29/06/2009

Durata in carica: FINO APPROVAZIONE DEL BILANCIO al 31/12/2011

Data presentazione carica: 26/06/2009

**VICE PRESIDENTE CONSIGLIO AMMINISTRAZIONE** nominato con atto del 11/06/2009

Data iscrizione: 09/07/2009

Durata in carica: FINO APPROVAZIONE DEL BILANCIO al 31/12/2011

Poteri

CON VERBALE DEL CONSIGLIO DI AMMINISTRAZIONE IN DATA 11 GIUGNO 2009 SONO STATI CONFERITI AL VICE PRESIDENTE LUIGI SPAVENTA CUI, PER STATUTO, SPETTANO LA RAPPRESENTANZA LEGALE DELLA SOCIETA' E LA FIRMA SOCIALE IN CASO DI ASSENZA OD IMPEDIMENTO DEL PRESIDENTE, I SEGUENTI POTERI DI FIRMA SINGOLA:

1. FIRMARE LA CORRISPONDENZA NON COMPORTANTE ASSUNZIONE DI RISCHIO CONCERNENTE IL NORMALE SVOLGIMENTO DEGLI AFFARI SOCIALI: FIRMARE LETTERE ACCOMPAGNATORIE DI EFFETTI, ASSEGNI BANCARI E CIRCOLARI, DI VALORE IN GENERE, DI ESTRATTI CONTO E DI DOCUMENTI DI QUALSIASI NATURA;
2. RAPPRESENTARE LA SOCIETA' MANDANTE IN ASSEMBLEA DI AZIONISTI E OBBLIGAZIONISTI, ESERCITANDO TUTTI I RELATIVI DIRITTI IN ESECUZIONE DELLE

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TIME

**United States Bankruptcy Court/Southern District of New York**  
 Lehman Brothers Holdings Claims Processing Center  
 c/o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS  
 PROOF OF CLAIM**

In Re:  
 Lehman Brothers Holdings Inc., et al.,  
 Debtors.

Chapter 11  
 Case No. 08-13555 (JMP)  
 (Jointly Administered)

Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP) 0000055160

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

National Bank of Fujairah psc on behalf of the Note holders listed on Exhibit A  
 PO Box 2979, Al Fujairah Building Khalid Bin Al Waleed Street  
 Dubai, UAE

Attention: Dermot Whelan (Head of Credit Risk)

Telephone number: 971 4 507 8438 Email Address: [dermot.whelan@nbf.ae](mailto:dermot.whelan@nbf.ae)

Name and address where payment should be sent (if different from above)

Telephone number: Email Address:

Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** \_\_\_\_\_  
 (If known)

Filed on: \_\_\_\_\_

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim:** \$ USD 3,442,551.65 **(Required)**

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN):** XS0368699681 **(Required)**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:**

CA35346 **(Required)**

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

Clearstream Account Number 88952 **(Required)**

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date.

25/10/2009 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Dermot Whelan

**FOR COURT USE ONLY**

**FILED / RECEIVED**

OCT 29 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

**Penalty for presenting fraudulent claim:** Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**Dermot William Hugh Whelan**  
 Head of Credit Risk

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
**c/o Epiq Bankruptcy Solutions, LLC**  
**FDR Station, PO Box 5076**  
**New York, NY 10150- 5076**

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**EXHIBIT A**

***In re Lehman Brothers Holdings Inc.***

**Proof of Claim of National Bank of Fujairah psc, on behalf of the  
Noteholders of the CRAN 7 Series Notes listed on Attachment A.**

National Bank of Fujairah psc (the "Bank") submits this proof of claim (the "Proof of Claim") on behalf of itself and the Noteholders of the CRAN 7 Series Notes listed on Attachment A (collectively, the "Claimants" and each a "Claimant").

Lehman Brothers Treasury Co. B.V. ("LBTCBV"), a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands, issued those certain Callable Index Linked Notes (the "CRAN Series Notes" defined below) as part of its Euro Medium Term Note Program pursuant to that certain Base Prospectus dated June 24, 2008 ("EMTN Program"). Lehman Brothers Holdings Inc. ("LBHI"), the parent of LBTCBV, agreed to guarantee the CRAN Series Notes as set forth in the Base Prospectus.<sup>1</sup>

The CRAN Series Notes are composed of 6 series:

- (1) The Callable Index Linked Notes due March 2023 Guaranteed by LBHI (Notional Amount \$1,680,000) with ISIN XS0353739187 (the "CRAN 2 Series");
- (2) The Callable Index Linked Notes due April 2023 Guaranteed by LBHI (Notional Amount \$9,580,000) with ISIN XS0356045707 (the "CRAN 3 Series");
- (3) The Callable Index Linked Notes due April 2023 Guaranteed by LBHI (Notional Amount \$3,430,000) with ISIN XS0359405023 (the "CRAN 4 Series");
- (4) The Callable Index Linked Notes due May 2023 Guaranteed by LBHI (Notional Amount \$5,600,000) with ISIN XS0360994296 (the "CRAN 5 Series");
- (5) The Callable Index Linked Notes due May 2023 Guaranteed by LBHI (Notional Amount \$5,600,000) with ISIN XS0366932407 (the "CRAN 6 Series"); and
- (6) The Callable Index Linked Notes due June 2023 Guaranteed by LBHI (Notional Amount \$3,440,000) with ISIN XS036899681 (the "CRAN 7 Series" and collectively, the "CRAN Series Notes").

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<sup>1</sup> The documents supporting this claim are being filed on that dedicated website created for an online questionnaire relating to guarantee claims ([www.lehman-claims.com](http://www.lehman-claims.com)), as set out in further detail in the Bar Date Order entered in this case on July 2, 2009. Claimants reserve the right to supplement this Proof of Claim with relevant documents, to the extent necessary.

Each series is issued as a single global note, which is held by the Bank through Clearstream, Luxembourg on behalf of the Claimants. Each series is governed by the Base Prospectus as well as a confirmation and set of Final Terms specific to the series (collectively, the "Transaction Documents").

On September 15, 2008, LBHI filed for bankruptcy protection under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), giving rise to an Event of Default under Section 10(a)(vi) of the Base Prospectus.<sup>2</sup> Based upon such Event of Default, all amounts due under the CRAN Series Notes became due and payable.<sup>3</sup> In addition, the Claimants have a claim for the interest accrued and unpaid under such CRAN Series Notes.

The Claimants further reserve its right to amend or supplement this Proof of Claim or to file additional proofs of claim for any and all damages and expenses.

The claims set forth herein may be secured by a right of setoff against certain amounts owing by one or more of the Claimants and/or their affiliates to LBHI and/or its affiliates. To the extent that LBHI and/or its affiliates asserts claims against any of the Claimants of any kind, the Claimants reserve the right to assert that such claims by LBHI and/or its affiliates are subject to rights of setoff and/or recoupment, which rights are treated as secured claims under the Bankruptcy Code. To the extent that LBHI, its affiliates or any other party takes any action that would give rise to a right of counterclaim or other rights or claims any Claimant may have against LBHI and/or its affiliates, each Claimant reserves all of its respective rights.

To the extent that the Claimants have rights to set-off or recoup the amount of their claims under 11 U.S.C. § 553 against any claims, defenses, or set-offs LBHI, its affiliates or their respective estates may have or might assert against the Claimants, Claimants assert a secured claim. In addition, the filing of this Proof of Claim does not waive any right to any security held by or on behalf of any of the Claimants or such Claimant's rights to claim specific assets or any other rights or rights of action that any of the Claimants has or may have against LBHI and/or its affiliates, and the Claimants expressly reserve such rights.

The Claimants further reserve the right to (i) amend, clarify, modify, update or supplement this Proof of Claim at any time and in any respect, including without limitation to assert additional claims or additional grounds for its claims, and/or to specify the amount of the Claimants' contingent, unmatured and/or unliquidated claims as they become non-contingent, matured and/or liquidated; (ii) file additional proofs of claim at any time and in any respect; and

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<sup>2</sup> All capitalized terms not defined herein shall have the meaning set forth in the Base Prospectus.

<sup>3</sup> In addition, LBTCBV was declared bankrupt (*in staat van faillissement*) by the Amsterdam District Court on October 8, 2008, and is the subject of an insolvency proceeding currently pending before the Amsterdam District Court, which gives rise to an additional Event of Default under Section 10(a)(viii) of the Base Prospectus.

(iii) file a request for payment of administrative or priority expenses in accordance with 11 U.S.C. §§ 503(b) and 507(a).

By filing this Proof of Claim, the Claimants do not waive, and specifically preserve, their respective procedural and substantive defenses to any claim that may be asserted against any of the Claimants by LBHI or any other party.

The Claimants also reserve all rights accruing to it against LBHI and its' affiliates (and their respective estates), and the filing of this Proof of Claim is not intended to be and shall not be construed as (a) an election of remedy or (b) a waiver or limitation of any of the Claimants' rights. In addition, the Claimants reserve the right to withdraw this Proof of Claim with respect to their claims for any reason whatsoever.

This Proof of Claim shall not be deemed to be a waiver of any Claimant's right (i) to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; (ii) to trial by jury in any proceeding so triable in these cases or any case, controversy or proceeding related to these cases; (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal; or (iv) to any other rights, claims, actions, set-offs, or recoupments to which any Claimant is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, set-offs, and recoupments the Claimants expressly reserve.

The Claimants, by the filing of this Proof of Claim, do not submit to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim.

This Proof of Claim is in addition to, and does not supersede, any other proofs of claim filed by any Claimant against LBHI or its affiliates. Additionally, this Proof of Claim shall not prejudice the rights of any Claimant to file any other requests for payment or proofs of claim against LBHI or its affiliates, including claims for the same or additional amounts as claimed herein.

**ATTACHMENT A**

**Noteholders for the CRAN 7 Series Notes**

<b>CRAN 7 Series Noteholders</b>
RAVI BANSAL
SIDDHARTH RAJBANS KHANNA
CHANDRAKALA SHREENIVAS SARDA
SHEIKHA SHAIKHA A B H ALSHARQI
RAJU DALIP RUPANEY AND DALIP T

GIBSON, DUNN & CRUTCHER LLP

10/28/2009

**MEMORANDUM**

**VIA OVERNIGHT DELIVERY**

TO: Epiq Bankruptcy Solutions, LLC  
Attn: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3rd Floor  
New York, NY 10017

FROM: Rachel Castelino

RE: National Bank of Fujairah psc- Lehman Programs Security Claims against LBHI

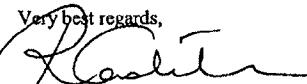
Attached for filing please find seven original executed proofs of claim to be filed in the Lehman Brothers Holdings Inc. *et al* chapter 11 cases bankruptcy, jointly administered in the United States Bankruptcy Court for the Southern District of New York under Case No. 08-13555 (JMP).with seven copies of each of the respective original proofs of claim. I have also included a copy of each of the proofs of claim which is to be filed-stamped and then returned to me.

The claims are in relation to the following Lehman Program Securities, identified on the "Lehman Programs Securities" list maintained on your website. For your ease of reference, I have also included the relevant Clearstream Blocking Numbers, as requested.

Note Name	ISIN	Blocking Number	Face Value (USD)
CRAN Series 2	X50353739187	CA34840	1,714,627.17
CRAN Series 3	X50356045707	CA35366	9,737,549.35
CRAN Series 4	X50359405023	CA35226	3,468,820.52
CRAN Series 5	X50360994296	CA34889	5,626,021.74
CRAN Series 6	X50366932407	CA35006	5,623,282.61
CRAN Series 7	X50368699681	CA35346	3,442,551.65
	X50272543900	CA33893	2,917,597.40

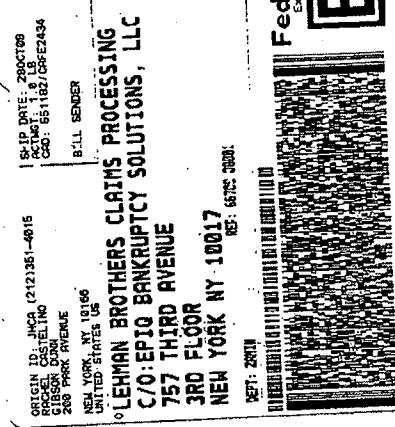
Also enclosed is a self-addressed stamped envelope for return of the file-stamped copies.

Should you have questions, please feel free to contact me at (212) 351-2403.

Very best regards,  
  
Rachel Castelino

RC/rc

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**XTREME**

<b>United States Bankruptcy Court/Southern District of New York</b>	
Lehman Brothers Holdings Claims Processing Center	
c/o Epiq Bankruptcy Solutions, LLC	
FDR Station, P.O. Box 5076	
New York, NY 10150-5076	

## LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000056112



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  Banco di Credito P.Azzoaglio S.p.A. 17 Via A.Doria Ceva (CN) 12073 Italy Attn: Mr Rossi Alessandro – Legal Department  Telephone number: +390174724205 Email <a href="mailto:legale@azzoaglio.it">legale@azzoaglio.it</a>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
<b>Court Claim Number:</b> _____ <i>(If known)</i>	Filed on: _____
Name and address where payment should be sent (if different from above)	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: _____ Email Address: _____	

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim: \$ 10,373,706.14**

**(Required)**

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN): schedule attached (Required)**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:**

**schedule attached (Required)**

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

**CLEARSTREAM BANK # 11037 (Required)**

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

**FOR COURT USE ONLY**

**FILED / RECEIVED**

OCT 29 2009

**EPIQ BANKRUPTCY SOLUTIONS, LLC**

Date: October 28, 2009 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  
Mr Francesco Azzoaglio, CEO of Banco di Credito P. Azzoaglio S.p.A.

*[Signature]* Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571



**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
**c/o Epiq Bankruptcy Solutions, LLC**  
**FDR Station, PO Box 5076**  
**New York, NY 10150-5076**

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.





BANCO DI CREDITO P. AZZOAGLIO S.p.A.  
SEDE LEGALE: 12073 CEVA (CN) - VIA A. DORIA, 17  
TELEFONO (0174) 724.1 - FAX N. (0174) 72.22.02  
E-MAIL: posta@azzoaglio.it - Cod. Fisc. e P. IVA 00166050047  
CAPITALE SOCIALE 25.500.000 € INT. VERSATO  
ADERENTE AL FONDO INTERBANCARIO DI TUTELA DEI DEPOSITI  
[www.azzoaglio.it](http://www.azzoaglio.it)

ISIN CODE	DESCRIPTION	NOMINAL	ACCRUED	PRINCIPAL	TOTAL AMOUNT	CLEARSTREAM BANK BLOCKING NUMBER
		SIZE (EUR€)	USD\$	USD\$		
XS0202417050	LEHMAN 10/14 S/D LKD	52,000.00	1,950.46	73,585.20	75,535.66	Ca05711
XS0176153350	LEHMAN 10/10/13 LKD	65,000.00	2,616.49	91,981.50	94,597.99	Ca05709
XS0183944643	LEHMAN 16/1/14 4.75%	174,000.00	7,733.29	246,227.40	253,960.69	Ca05708
XS0185655445	LEHMAN 27/2/14 TV EU	25,000.00	881.91	35,377.50	36,259.41	Ca05712
XS0189294225	LEHMAN 23/04/14 TV	1,687,000.00	40,678.91	2,387,273.70	2,427,952.61	Ca05748
XS0189741001	LEHMAN 5/4/11 TV EUR	50,000.00	720.92	70,755.00	71,475.92	Ca05747
XS0200284247	LEHMAN 09/14 S/D LKD	1,514,000.00	63,917.55	2,142,461.40	2,206,378.95	Ca05926
XS0205185456	LEHMAN 09/11/09 TV	18,000.00	125.53	25,471.80	25,597.33	Ca05765
XS0211814123	LEHMAN 16/2/17 7% TM	687,000.00	23,366.49	972,173.70	995,540.19	Ca05766
XS0213899510	LEHMAN 09/03/15 4%	36,000.00	1,055.16	50,943.60	51,998.76	Ca05819
XS0224346592	LEHMAN 20.7.12 TV%	2,270,000.00	25,559.12	3,212,277.00	3,237,836.12	Ca05927
XS0179304869	LEHMAN 03/11/08 FRN	50,000.00	424.51	70,755.00	71,179.51	Ca05842
XS0193035358	LEHMAN 21/5/09 FRN	33,000.00	162.29	46,698.30	46,860.59	Ca05928
XS0257022714	LEHMAN 12/6/13 TV EU	50,000.00	20.67	70,755.00	70,775.67	Ca05824
XS0257022714	LEHMAN 12/6/13 TV EU	500,000.00	206.75	707,550.00	707,756.75	Ca05849

AMOUNT OF CLAIM USD\$
10,373,706.14

Banco di Credito P. Azzoaglio S.p.A.  
Via Andrea Doria , 17 - 12073 CEVA (CN)  
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